

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

[1] Chrystal Robles Baez,

Counts:1-18,

[2] Isoel Sanchez Santiago,

Counts:1-18,

[3] Angel Figueroa Cruz,

Counts:1-12,

Defendants.

INDICTMENT

CRIMINAL NO.: 19-328(FAB)

VIOLATIONS:

18 U.S.C. § 2

18 U.S.C. § 666

18 U.S.C. § 1028A

18 U.S.C. § 1343, 1349

18 U.S.C. § 1956

FORFEITURE:

18 U.S.C. § 981

28 U.S.C. § 2461

INDICTMENT

THE GRAND JURY CHARGES THAT:

General Allegations

At times material to the instant Indictment:

The Puerto Rico Legislature

1. The Commonwealth of Puerto Rico was a self-governing Commonwealth in association with the United States of America.
2. The Commonwealth was governed by executive, legislative and judicial branches.

The legislative power resided in the Senate and the House of Representatives.



3. The Senate consisted of twenty-seven members, two per electoral district, and eleven at large members. The House of Representatives consisted of fifty-one members, one per electoral district and eleven at large members. Legislators were popularly elected to four-year terms.
4. A Legislator's duties included, but were not limited to, the following: (a) investigating, studying, assessing, reporting, making recommendations, amending and substituting measures or matters that were related to its jurisdiction; (b) holding public hearings and executive meetings, summoning witnesses, and hearing testimony, related to measures or matters within its jurisdiction; (c) drafting, and filing bills of law, resolutions and substitute measures; (d) assessing, supervising and giving continuous follow-up to the organization and adequate operation of government agencies, departments, offices and entities of the Government of Puerto Rico that are within its jurisdiction in order to determine if the same are complying with the laws, regulations and programs corresponding to the same in accordance with their purpose and mandate; (e) assessing, recommending and voting on the confirmation or rejection of appointments, which under constitutional mandate or law, required the advice and consent of the Legislature of Puerto Rico; (f) appraising, approving and overseeing budgets and particular expenditures of the executive branch; and (g) constituent assistance regarding government services.

5. Within the Office of the President of the Senate of the Commonwealth of Puerto Rico, several offices and working divisions were created. They included, but were not limited to: (a) The Office of Legal Advisors; (b) The Office of Federal Affairs, and Social and Economic Affairs of the Senate of Puerto Rico in Washington D.C.; (c) The Office of Labor Affairs; (d) Secretary of Public Affairs; (e) The Office of Governmental Affairs; (f) The Office of Community Outreach; (g) Commissions of Nominations; Federal Relations Policies and Economics; and Special Reports from the Comptroller; (h) The Office of Press and Communications; and (i) The Office of Protocol and Activities.
6. The Office of Governmental Affairs was established to serve as a liaison between citizens and agencies of the Government of Puerto Rico. The main office was located at the Capitol in San Juan. The Office of Governmental Affairs also maintained Regional Offices in the municipalities of: (a) Cabo Rojo; (b) Camuy; (c) Guanica; (d) Mayaguez; and (e) Ponce.

Relevant Entities

7. Global Instant Consulting Group, Inc. (hereinafter "GICG") was a for profit corporation organized under the laws of Puerto Rico on January 1, 2017. The purpose of the corporation was to provide administrative and political counseling, workshops and public relations, and consulting. In its Certificate of Incorporation, GICG listed defendant [1] **Chrystal Robles Baez** as its president, incorporator, and

resident agent. GICG listed a street address located in Urb. El Retiro in Humacao, Puerto Rico; and a mailing address located in Urb. Buzo in Humacao, Puerto Rico.

8. International Legislative and Governmental Consulting Group, Inc. (hereinafter “ILGCG”) was a for profit corporation organized under the laws of Puerto Rico on January 1, 2017. The purpose of the corporation was to provide governmental administrative consulting, creation of proposals, offering of workshops, legislative process and parliamentary procedures. In its Certificate of Incorporation, ILGCG listed defendant [2] **Isoel Sanchez Santiago** as its president, incorporator, and resident agent. ILGCG listed a street address located in Urb. El Retiro in Humacao, Puerto Rico; and a mailing address located in Urb. Buzo in Humacao, Puerto Rico. The street and mailing addresses for GICG and ILGCG were identical. ILGCG filed a Certificate of Dissolution with the Puerto Rico Department of State on August 14, 2018.

Relevant Individuals

9. Defendant [1] **Chrystal Robles Baez** was a resident of Puerto Rico and resident agent, incorporator and president of GICG. She worked at various times at “Crepes By Us” located in Humacao, Puerto Rico.
10. Defendant [2] **Isoel Sanchez Santiago** was a resident of Puerto Rico and resident agent, incorporator and president of ILGCG. [2] **Isoel Sanchez Santiago** was also the owner of “Crepes By Us” located in Humacao, Puerto Rico.

11. Defendant **[3] Angel Figueroa Cruz** was the Executive Director of the Senate of Puerto Rico's Office of Governmental Affairs. In that capacity, defendant **[3] Angel Figueroa Cruz** was responsible for certifying that bills/invoices for payment submitted by contractors with the Office of Governmental Affairs were just and correct.

12. G.H.R. was the Chief of Staff for the Senate of Puerto Rico. In that capacity, G.H.R. was responsible for executing contracts on behalf of the Senate of Puerto Rico.

Relevant Contracts

13. On January 19, 2017, defendant **[1] Chrystal Robles Baez**, on behalf of GICG, and G.H.R., on behalf of the Senate of Puerto Rico, signed contract number 2017-000255 ("hereinafter GICG Contract #1).

14. GICG Contract #1 named defendant **[1] Chrystal Robles Baez** as an "Intergovernmental Coordinator" and stated that GICG had the capacity and experience necessary to comply with the obligations and responsibilities under the contract.

15. GICG Contract #1 obligated defendant **[1] Chrystal Robles Baez**, as an "Intergovernmental Coordinator," to provide the Senate of Puerto Rico with the following professional services: (a) prepare legislation as entrusted by the President of the Senate; (b) analyze assigned projects, formulate recommendations prepare questions for witnesses; (c) do research on projects and legislative proposals and

formulate corresponding recommendations; (d) represent the President of the Senate at legislative activities; (e) prepare draft reports; (f) attend constituents that visit the office; (g) visit government agencies to resolve constituent problems; and (h) complete other related assignments as assigned.

16. Under GICG Contract #1, the Senate of Puerto Rico agreed to pay defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” an hourly rate of \$50.00 (fifty dollars) per hour for a maximum of 60 (sixty) hours per month (possible maximum compensation of three-thousand dollars \$3000.00 per month).
17. In order to secure payment for work completed on GICG Contract #1, defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” was required to first submit detailed reports, which were to be certified by the Director of the Office of Governmental Affairs, defendant [3] **Angel Figueroa Cruz**. Each report was to include a detail of the hours worked and the nature of the work.
18. Under GICG Contract #1, the Senate of Puerto Rico agreed that defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” was required to submit the bill/invoice for payment for work completed no later than ninety (90) calendar days from the last day of the month when such work was completed.
19. GICG Contract #1 established that GICG and defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” did not have the means to recruit or have employees or contractors.

20. GICG Contract #1 had an effective period of January 19, 2017 through June 30, 2017.
21. On July 17, 2017, defendant [1] **Chrystal Robles Baez**, on behalf of GICG, and G.H.R., on behalf of the Senate of Puerto Rico, signed contract number 2018-000081 (“hereinafter GICG Contract #2”).
22. GICG Contract #2 named defendant [1] **Chrystal Robles Baez** as an “Intergovernmental Coordinator” and stated that GICG had the capacity and experience necessary to comply with the obligations and responsibilities under the contract.
23. GICG Contract #2 obligated defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” to provide the Senate of Puerto Rico with the following professional services: (a) attend members of the public that visit the office, orient them and conduct follow-up regarding their concerns; (b) visit public and private entities in order to follow-up on matters raised by citizens who visit, call or write the Senate; (c) visit communities or sectors, to discuss with community representatives, problems that require direct action of the Senator, including legislation and the assignment of funds; (d) prepare reports regarding the work completed on each of the assigned cases; and (e) visit government agencies to resolve problems for constituents that have visited the office.

24. Under GICG Contract #2, the Senate of Puerto Rico agreed to pay defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” an hourly rate of sixty dollars (\$60.00) per hour for a maximum of fifty-eight point thirty-four (58.34) hours per month (possible maximum compensation of three-thousand five-hundred dollars (\$3500.00) per month).
25. In order to secure payment for work completed on GICG Contract #2, defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” was required to first submit detailed reports, which were to be certified by the Director of the Office of Governmental Affairs, defendant [3] **Angel Figueroa Cruz**. Each report was to include a detail of the hours worked and the nature of the work.
26. Under GICG Contract #2 the Senate of Puerto Rico agreed that defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” was required to submit the bill/invoice for payment for work completed no later than ninety (90) calendar days from the last day of the month when such work was completed.
27. GICG Contract #2 established that GICG and defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” did not have the means to recruit or have employees or contractors.
28. GICG Contract #2 had an effective period of July 17, 2017 through June 30, 2018.

29. On March 1, 2017, defendant [2] **Isoel Sanchez Santiago**, on behalf of ILGCG, signed a professional services contract with the House of Representatives of Puerto Rico. The contract number was 2017-000493 (hereinafter “ILGCG Contract #1”).
30. ILGCG Contract #1 named defendant [2] **Isoel Sanchez Santiago** as a consultant hired to provide professional services to an elected member of the House of Representatives of Puerto Rico. ILGCG Contract #1 stated that defendant [2] **Isoel Sanchez Santiago** had the capacity, preparation, and experience necessary to provide professional services.
31. Under ILGCG Contract #1, defendant [2] **Isoel Sanchez Santiago**, as a consultant, was to provide the following professional services: (a) provide legislative consulting services; (b) drafting, evaluation, and analysis of legislative measures; (c) provide public relations services; (d) draft press releases; (e) conduct media searches; (f) represent the legislator when it was required; and (g) any other assigned tasks.
32. Under ILGCG Contract #1, the House of Representatives of Puerto Rico agreed to pay ILCCG, through defendant [2] **Isoel Sanchez Santiago**, an hourly rate of one-hundred dollars (\$100.00) per hour for a maximum of one-hundred and forty-five (145) hours per month (possible maximum compensation of fourteen-thousand five-hundred dollars (\$14,500.00) per month).
33. Under ILGCG Contract #1, defendant [2] **Isoel Sanchez Santiago**, as a consultant, certified that he was not providing professional services or consulting work to any

other agency, department, dependency, office, bureau, administration, public corporation or municipality of the Commonwealth of Puerto Rico.

34. On July 12, 2017, defendant [2] **Isoel Sanchez Santiago**, on behalf of ILGCG, signed a professional services contract with the House of Representatives of Puerto Rico. The contract number was 2018-000144 (hereinafter “ILGCG Contract #2”).
35. ILGCG Contract #2 named defendant [2] **Isoel Sanchez Santiago** as a consultant hired to provide professional services to an elected member of the House of Representatives of Puerto Rico. ILGCG Contract #2 stated that defendant [2] **Isoel Sanchez Santiago** had the capacity, preparation, and experience necessary to provide professional services.
36. Under ILGCG Contract #2, defendant [2] **Isoel Sanchez Santiago**, as a consultant, was to provide the following professional services: (a) provide legislative consulting services; (b) drafting, evaluation, and analysis of legislative measures; (c) provide public relations services; (d) draft press releases; (e) conduct media searches; (f) represent the legislator when it was required; and (g) any other assigned tasks.
37. Under ILGCG Contract #2, the House of Representatives of Puerto Rico agreed to pay ILCCG, through defendant [2] **Isoel Sanchez Santiago**, an hourly rate of one-hundred dollars (\$100.00) per hour for a maximum of one-hundred and fifty (150) hours per month (possible maximum compensation of fifteen-thousand dollars (\$15,000.00) per month).

38. Under ILGCG Contract #2, defendant [2] **Isoel Sanchez Santiago**, as a consultant, certified that he was not providing professional services or consulting work to any other agency, department, dependency, office, bureau, administration, public corporation or municipality of the Commonwealth of Puerto Rico.

Relevant Billings/Invoices for Payment

39. In support of payment on GICG Contract #1 and GICG Contract #2, defendant [1] **Chrystal Robles Baez** submitted the following relevant billings/invoices for payment:

Bill No.	Contract	Billing Period	Date Submitted	Hours Billed	Amount/hr.	Total Billed
1-2017	GICG Contract #1	Jan. 20-31, 2017	March 9, 2017	60	\$50.00	\$3,000.00
2-2017	GICG Contract #1	Feb. 1-28, 2017	March 9, 2017	60	\$50.00	\$3,000.00
3-2017	GICG Contract #1	March 1-31, 2017	April 6, 2017	60	\$50.00	\$3,000.00
4-2017	GICG Contract #1	April 1-30, 2017	May 22, 2017	60	\$50.00	\$3,000.00
5-2017	GICG Contract #1	May 1-31, 2017	June 1, 2017	60	\$50.00	\$3,000.00
6-2017	GICG Contract #1	June 1-27, 2017	July 6, 2017	60	\$50.00	\$3,000.00
7-2017	GICG Contract #2	July 16-27, 2017	August 28, 2017	45	\$60.00	\$2,700.00
8-2017	GICG Contract #2	Aug. 1-31, 2017	October 2, 2017	58.34	\$60.00	\$3,500.00
9-2017	GICG Contract #2	Sept. 1-30, 2017	October 2, 2017	58.34	\$60.00	\$3,500.00
10-2017	GICG Contract #2	Oct. 1-31, 2017	December 8, 2017	58.34	\$60.00	\$3,500.00

Bill No.	Contract	Billing Period	Date Submitted	Hours Billed	Amount/hr.	Total Billed
11-2017	GICG Contract #2	Nov. 1-30, 2017	December 8, 2017	58.34	\$60.00	\$3,500.00
12-2017	GICG Contract #2	Dec. 1-31, 2017	February 1, 2018	58.34	\$60.00	\$3,500.00
1-2018	GICG Contract #2	Jan. 1-31, 2018	February 1, 2018	58.34	\$60.00	\$3,500.00
2-2018	GICG Contract #2	Feb. 1-21, 2018	February 21, 2018	58.34	\$60.00	\$3,500.00
3-2018	GICG Contract #2	March 1-21, 2018	April 30, 2018	58.34	\$60.00	\$3,500.00
4-2018	GICG Contract #2	April 1-20, 2018	April 30, 2018	58.34	\$60.00	\$3,500.00

Relevant Banking Information

40. On or about March 30, 2017, defendant [1] **Chrystal Robles Baez** opened a bank account at Banco Popular ending in 3463 in the name of Global Instant Consulting, Inc. in order to receive payments on the contracts. Defendant [1] **Chrystal Robles Baez** was listed as an authorized signer on the bank account.

41. Defendant [2] **Isoel Sanchez Santiago** maintained a bank account at Banco Popular ending in 1378. Defendant [2] **Isoel Sanchez Santiago** was listed as an authorized signer on the bank account.

42. Defendant [2] **Isoel Sanchez Santiago** maintained a bank account at Cooperativa de Ahorro y Credito Oriental ending in 5441. Defendant [2] **Isoel Sanchez Santiago** was listed as an authorized signer on the bank account.

Relevant Payment Information on GICG Contract #1 and GICG Contract #2

43. On or about the following dates, the Senate of Puerto Rico dispersed checks in payment to defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” of GICG:

Bill/Invoice Number	Amount Disbursed	Date of Check Issuance	Send Check Number
1-2017 & 2-2017	\$5,685.00	----	----
3-2017	\$2,790.00	April 21, 2017	00048827
4-2017	\$2,790.00	June 1, 2017	00049930
5-2017	\$2,790.00	June 23, 2017	00050536
6-2017	\$2,790.00	July 12, 2017	00051242
7-2017	\$2,511.00	September 13, 2017	00052626
8-2017 & 9-2017	\$6,510.00	October 19, 2017	00053879
10-2017 & 11-2017	\$6,510.00	December 22, 2017	00055607
12-2017	\$3,360.00	February 9, 2018	0056300
1-2018	\$3,152.70	March 8, 2018	0056955
2-2018	\$3,255.00	March 1, 2018	00056681
3-2018	\$3,255.00	May 17, 2018	00058389
4-2018	\$3,255.00	May 23, 2018	00058592

44. On or about the following dates, the checks in payment to [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator,” of GICG were deposited into GICG’s bank account ending in 3463:

Date of Senate Check	Date of Deposit in Account ending in 3463	Amount of Deposit
March 17, 2017	March 30, 2017	\$5,685.00
April 21, 2017	April 25, 2017	\$2,790.00
June 1, 2017	June 5, 2017	\$2,790.00
June 23, 2017	July 3, 2017	\$2,790.00
July 12, 2017	July 17, 2017	\$2,790.00
September 13, 2017	October 10, 2017	\$2,511.00
October 19, 2017	October 23, 2017	\$6,510.00
December 22, 2017	December 26, 2017	\$6,510.00
February 9, 2018	February 20, 2018	\$3,360.00
March 1, 2018	March 7, 2018	\$3,255.00
March 8, 2018	March 12, 2018	\$3,152.70
May 17, 2018	May 21, 2018	\$3,255.00

45. On or about the following dates, checks from account ending in 3463, in the name of GICG were issued in payment to defendant [2] **Isoel Sanchez Santiago**:

Date of Check	Receiving Account	Date of Deposit	Amount
April 18, 2017	1378	April 20, 2017	\$5,000.00
July 7, 2017	5441	July 20, 2017	\$6,975.00
October 26, 2017	5441	November 1, 2017	\$7,905.00

Conspiracy and Scheme to Defraud

46. From in or about 2016 until in or about in or about June of 2018, defendants [1] **Chrystal Robles Baez**, [2] **Isoel Sanchez Santiago** and [3] **Angel Figueroa Cruz** conspired, devised, and engaged in a scheme to defraud the people of Puerto Rico, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

Count One
18 U.S.C. § 1349
(Conspiracy to Commit Wire Fraud)

47. Paragraphs 1-46 are hereby re-alleged as if set forth herein.

48. From in or about 2016 through in or about June of 2018, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] **Chrystal Robles Baez**,

[2] **Isoel Sanchez Santiago**, and

[3] **Angel Figueroa Cruz**,

the defendants herein, did knowingly and willfully combine, conspire, confederate and agree with others known and unknown to the Grand Jury to commit an offense contained in Chapter 63, of Title 18, of the United States Code, that is wire fraud in violation of 18 U.S.C. § 1343.

Object of the Conspiracy and Scheme to Defraud

49. It was the common purpose and object of the conspiracy for defendants [1] **Chrystal Robles Baez**, [2] **Isoel Sanchez Santiago** and [3] **Angel Figueroa Cruz** and others to conspire and illegally obtain money and property that they were not entitled to by means of materially false and fraudulent representations and promises, by billing and collecting for contractual work that was not done or was done in contravention to the explicit terms of the contract.

Manner and Means, and Overt Acts in Furtherance of the Conspiracy

50. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, members of the conspiracy participated in lawful electoral campaign activities for candidates to elected offices during the 2016 Puerto Rico general elections.

51. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, members of the conspiracy began, in late 2016 to explore employment opportunities with the

Government of Puerto Rico, including but not limited to contracts for professional services.

52. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, that on or about January 1, 2017, defendant [2] **Isoel Sanchez Santiago** incorporated ILGCG with the Puerto Rico Department of State. Defendant [2] **Isoel Sanchez Santiago** was listed in those documents as the resident agent, president and incorporator of ILGCG.

53. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, that on or about January 1, 2017, defendant [1] **Chrystal Robles Baez** incorporated GICG with the Puerto Rico Department of State. Defendant [1] **Chrystal Robles Baez** was listed in those documents as the resident agent, president and incorporator of GICG.

54. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, that on or about January 3, 2017, defendant [3] **Angel Figueroa Cruz** was hired as the Executive Director of the Office of Governmental Affairs.

55. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, members of

the conspiracy solicited through interstate wire communications necessary documentation from various departments, agencies and dependencies of the Government of Puerto Rico, including but not limited to: (a) the Department of State; (b) The Treasury Department; and (c) The Police of Puerto Rico.

56. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, members of the conspiracy entered into professional services contracts with the Government of Puerto Rico.

57. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, that defendant **[1] Chrystal Robles Baez** would, on numerous occasions, certify and request payment indicating that she had attended the Office of Governmental Affairs to provide professional services as detailed in GICG Contract #1 and GICG Contract #2 when in fact on these days defendant **[1] Chrystal Robles Baez** did not attend the Office of Governmental Affairs or provide professional services under GICG Contract #1 or GICG Contract #2.

58. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, members of the conspiracy would utilize the personal identifying information of individuals, without their knowledge or consent, in order to give the impression that defendant

[1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator” on behalf of GCIC, had provided those individuals with professional services under GICG Contract #1 or GICG Contract #2 when in fact no such services were ever requested by these individuals.

59. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, [1] **Chrystal Robles Baez** would utilize the assistance and services of defendant [2] **Isoel Sanchez Santiago** in order to fraudulently justify work allegedly completed under GICG Contract #1 or GICG Contract #2.

60. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, defendant [1] **Chrystal Robles Baez**, as an “Intergovernmental Coordinator” on behalf of GCIC, would submit materially false and fraudulent invoices/bills for payment to the Senate of Puerto Rico for professional services allegedly performed under GICG Contract #1 and GICG Contract #2.

61. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, defendant [3] **Angel Figueroa Cruz** would falsely certify as correct the information contained in the bills/invoices for payment submitted by defendant [1] **Chrystal Robles Baez** as an “Intergovernmental Coordinator” on behalf of GCIC in support of payment for

professional services allegedly rendered under GICG Contract #1 and GICG Contract #2.

62. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy, that the members of the conspiracy and scheme to defraud would induce the Government of Puerto Rico to render payment for professional services allegedly rendered under GICG # 1 and GICG #2, when in fact those professional services were not rendered.

63. It was part of the manner and means of the unlawful conspiracy and scheme to defraud, that in order to further the object of the unlawful conspiracy that the defendants [1] **Chrystal Robles Baez** and [2] **Isoel Sanchez Santiago** would divide the proceeds of the conspiracy and scheme to defraud.

64. All in violation of 18 U.S.C. § 1349.

Counts Two through Eleven
18 U.S.C. § 1343
(Wire Fraud)

65. Paragraphs 1-46 are hereby re-alleged as if set forth herein.

Scheme and Artifice to Defraud

66. From in or about 2016 until in or about in or about June of 2018, defendants [1] **Chrystal Robles Baez**, [2] **Isoel Sanchez Santiago** and [3] **Angel Figueroa Cruz** devised, and engaged in a scheme to defraud the people of Puerto Rico, and to obtain

money and property by means of materially false and fraudulent pretenses, representations, and promises.

Acts in Execution of Scheme and Artifice to Defraud

67. On or about the dates below, within the District of Puerto Rico and elsewhere within the jurisdiction of this Court,

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago, and

[3] Angel Figueroa Cruz,

the defendants herein, having knowingly devised and intended to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, transmitted and caused to be transmitted by means of wire communications in interstate commerce writings, signs, signals, and sounds for the purpose of executing such scheme and artifice as set forth below, each transmission constituting a separate count:

(SPACE LEFT INTENTIONALLY BLANK)

Count	Description of Transmission	Date
2	Email Regarding Filing With PR Department of State, identified by Subject: Gracias por ...	January 1, 2017
3	Email Regarding Filing with PR Department of Treasury, identified by Subject: Registro SURI...	January 6, 2017
4	Email Regarding Filing with PR Department of Treasury, identified by Subject: Colecturia Virtual...	January 6, 2017
5	Email Regarding Filing with PR Department of Treasury, identified by Subject: Certificacion de ...	January 12, 2017
6	Email Regarding Filing with PR Police Department, identified by Subject: Enlace para...	August 18, 2017
7	Email Regarding Filing with PR Police Department, identified by Subject: Solicitud de...	August 18, 2017
8	Email Regarding Filing with PR Police Department, identified by Subject: Su informacion ...	August 18, 2017
9	Email Regarding Filing with PR Police Department, identified by Subject: PR.Gov -- ...	August 18, 2017
10	Email Regarding Filing With PR Department of State, identified by Subject: Notificacion del ...	December 14, 2017
11	Email Regarding Filing With PR Department of State, identified by Subject: Gracias por utilizar ...	April 17, 2018

68. All in violation of 18 U.S.C. § 1343.

Count Twelve
18 U.S.C. § 666
(Intentional Misapplication of Property
by Agent of Organization Receiving Federal Funds)

69. From in or about January of 2017, until in or about June of 2018, in the District of Puerto Rico and within the jurisdiction of this Court, defendant

[3] Angel Figueroa Cruz,

being an agent of the Government of Puerto Rico, aided and abetted by defendants

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago,

and others known and unknown to the Grand Jury, and the Commonwealth of Puerto Rico receiving in the one year periods beginning in January of 2016, 2017, and 2018, yearly benefits in excess of \$10,000.00 under any Federal program involving a grant, contract, subsidiary, loan, guarantee, insurance, and other form of Federal assistance, intentionally misapplied property worth at least \$5000.00 and under the care, custody and control of the Government of Puerto Rico, through the Senate of Puerto Rico, that is approximately \$27,300.00 in contractual obligations to GICG, as fully described in Counts 1 through 11 of the instant Indictment, said Counts fully incorporated by reference herein, in violation of 18 U.S.C. § § 666(a)(1)(A) and 2.

Counts Thirteen through Seventeen
18 U.S.C. § 1028A
(Aggravated Identity Theft)

70. Paragraphs 1-46 are hereby re-alleged as if set forth herein.

71. On or about the dates set forth herein below, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago,

the defendants herein, aiding and abetting one another, did knowingly and willfully cause the transfer, possession, and use, without lawful authority, of a means of

identification of another person, to wit: the names and telephone numbers of other real persons whose initials appear below, during and in relation to a felony enumerated in 18 U.S.C. § 1028A, to wit: under 18 U.S.C. §§ 1343 & 1349 and under 18 U.S.C. § 1028A(a)(1) & (f):

Count	Defendants	Date/Description	Identification
13	[1] Chrystal Robles Baez, [2] Isoel Sanchez Santiago,	Used to Justify Alleged Professional Services Work Under GICG Contracts ## 1& 2, January 2, 2018	Name and Telephone number of M.L.A.
14	[1] Chrystal Robles Baez, [2] Isoel Sanchez Santiago,	Used to Justify Alleged Professional Services Work Under GICG Contracts ## 1& 2 April 29, 2017	Name and Telephone number of G.R.A.
15	[1] Chrystal Robles Baez, [2] Isoel Sanchez Santiago,	Used to Justify Alleged Professional Services Work Under GICG Contracts ## 1& 2 July 23, 2017	Name and Telephone number of M.R.A.
16	[1] Chrystal Robles Baez, [2] Isoel Sanchez Santiago,	Used to Justify Alleged Professional Services Work Under GICG Contracts ## 1& 2 December 12, 2017	Name and Telephone number of J.M.B.
17	[1] Chrystal Robles Baez, [2] Isoel Sanchez Santiago,	Used to Justify Alleged Professional Services Work Under GICG Contracts ## 1& 2 January 5, 2018	Name and Telephone number of N.R.

72. All in violation of 18 U.S.C. § 1028A(a)(1) & 2.

Count Eighteen
18 U.S.C. § 1956(h)
(Conspiracy to Commit Money Laundering)

73. Paragraphs 1-46 are hereby re-alleged as if set forth herein.

74. From in or about January of 2017, until in or about June of 2018, in the District of Puerto Rico and within the jurisdiction of this Court, defendants

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago,

did knowingly combine, conspire, and agree with each other and with other persons both known and unknown to the Grand Jury to commit offenses against the United States in violation of Title 18, United States Code, Section 1956, to wit: to knowingly conduct and attempt to conduct financial transactions affecting interstate commerce, which transactions involved the proceeds of specified unlawful activity, that is, proceeds of violations of Title 18, United States Code, §§ 1343 & 1349 (wire fraud and conspiracy to commit wire fraud), to wit: the issuance of checks by defendant **[1] Chrystal Robles Baez**, from account ending in 3463, in payment for professional services to defendant **[2] Isoel Sanchez Santiago**, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, knowing that the property involved in the financial transactions

represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

75. All in violation of Title 18, United States Code, Section 1956(h).

Forfeiture Allegations

Fraud Forfeiture Allegation

76. The allegations contained in Counts One through Twelve of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

77. Upon conviction of an offense in violation of 18 U.S.C. § 1341, 1343, or 1349 as set forth in Counts one through Twelve of this Indictment,

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago,

the defendants herein, shall forfeit to the United States of America, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses, including, but not limited to the following:

a) a money judgment in the amount of \$27,300.00.

78. If any of the property described above, as a result of any act or omission of the defendant (a) cannot be located upon the exercise of due diligence; (b) has been

transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

79. All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

Money Laundering Forfeiture Allegation

80. The allegations contained in Count Eighteen of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 982(a)(1).

81. Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of an offense in violation of 18 U.S.C. § 1956(h),

[1] Chrystal Robles Baez,

[2] Isoel Sanchez Santiago,

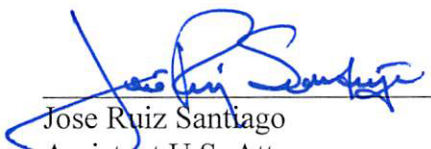
the defendants herein, shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property. The property to be forfeited includes, but is not limited to the following: a money judgment in the amount of \$27,300.00.

82. If any of the property described above, as a result of any act or omission of the

defendant (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).


ROSA E. RODRIGUEZ VELEZ
UNITED STATES ATTORNEY

TRUE BILL



Jose Ruiz Santiago
Assistant U.S. Attorney
Senior Litigation Counsel

FOREPERSON
Dated: _____



Timothy R. Henwood
First Assistant U.S. Attorney

May 128/2019